

EXHIBIT 1

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (the "**Second Amendment**") is made as of this 28 day of July, 2025, by and among Stephen A. Metz (the "**Trustee**") Subchapter V Trustee for the Bankruptcy Estate of Skin Logic, LLC (the "**Debtor**"), as seller, Leila Kump or designated assignee (collectively, "**Buyer**"), as buyer, and Transworld Business Advisors of Richmond VA ("**Transworld**"), as broker. Buyer, Debtor, Trustee, and Transworld may hereinafter also be referred to individually as a "party" and collectively as the "parties."

BACKGROUND

A. On August 24, 2023, the Debtor filed a voluntary petition for relief under Chapter 11, Subchapter V, of Title 11 of the United States Code (the "**Bankruptcy Code**"), commencing Case No. 23-11352-KHK (the "**Bankruptcy Case**") in the United States Bankruptcy Court for the Eastern District of Virginia (the "**Bankruptcy Court**").

B. On or about November 8, 2024, the Trustee and Buyer executed an Asset Purchase Agreement (the "**Initial APA**"), a copy of which was attached to the Trustee's Motion for Entry of an Order Approving Sale of Substantially All of Debtor's Assets and filed with the Bankruptcy Court on November 15, 2024.

C. On or about January 13, 2025, Buyer and Trustee executed an Amended Asset Purchase Agreement (the "**Amended APA**"), a copy of which was attached to the Trustee's Line Filing Amended Asset Purchase Agreement Re: Subchapter V Trustee's Motion for Entry of an Order Approving Sale of Substantially All of Debtor's Assets and filed with the Bankruptcy Court on January 13, 2025.

D. The Bankruptcy Court approved Transworld's employment by the Trustee and authorized the payment of a commission to Transworld at any closing of a sale by a Buyer, in the amount of 10% of the first \$1,000,000, 8% of the second \$1,000,000, 6% of the third \$1,000,000 and 4% of the remaining amount, but no less than \$100,000 ("**Transworld's Commission**").

E. On January 22, 2025, the Bankruptcy Court entered an Order Approving Asset Purchase Agreement, Authorizing Sale of Assets Free and Clear of All Liens, Encumbrances and Interests and Approving Assumption and Assignment of Executory Contracts and Leases (the "**Sale Order**"), pursuant to which the Court authorized the Trustee to sell assets to the Buyer pursuant to the Agreement, which was defined as the agreement in substantially the form filed with the Bankruptcy Court on November 15, 2024 (the Initial APA) as modified by the Amended APA.

F. Pursuant to Section 5.2 of the Amended APA, closing was to occur no later than 60 days after the entry of the Sale Order.

G. Pursuant to Section 6.1 of the Amended APA, the Trustee has the right to

terminate the Amended APA upon a default by the Buyer, and after providing the Buyer with an opportunity to cure.

H. On April 3, 2025, the Parties executed an Amendment to Asset Purchase Agreement (the “**First Amendment**”). In the First Amendment, closing was extended to May 9, 2025. The First Amendment also clarified that Aria Elite LLC shall be the Buyer.

I. Buyer failed to close on or before May 9, 2025.

J. On June 19, 2025, the Trustee sent notice to Buyer of her opportunity to cure the default that occurred upon Buyer’s failure to timely close, giving Buyer two (2) business days to cure that default. Buyer failed to close within two (2) business days of the June 19, 2025 notice.

K. On June 24, 2025, the Trustee sent notice to Buyer terminating the Amended APA and informing Buyer that her deposit of \$100,000 (the “**Deposit**”) was forfeited (the “**June 24 Notice of Termination and Forfeiture**”).

L. On June 23, 2025, the Buyer filed an Emergency Motion to Enforce Asset Purchase Agreements, Protect Purchaser’s Deposits, and Grant a 30-Day Extension to Close in the Best Interest of Creditors and Employees (the “**Buyer Motion**”). The Buyer Motion was filed in the Debtor’s case and *In re BNG Group LLC*, Case No. 25-10463 BFK. The Court denied the Buyer Motion in the BNG case.

M. On July 11, 2025, the U.S. Trustee filed a Motion to Dismiss Chapter 11 Case (the “**UST Motion to Dismiss**”).

N. The Trustee and Buyer have agreed to resolve the Buyer Motion (as to the Debtor, but not as to BNG Group LLC) on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements herein contained, and intending to be legally bound hereby, the parties represent, warrant, covenant, and agree, as follows:

TERMS AND CONDITIONS

1. **Closing.** Section 5.2 of the Amended APA is amended to state that closing must occur not later than August 29, 2025, time being of the essence. However, if Buyer requires additional time solely to complete financing or obtain final documentation necessary to close, **Seller shall allow a one-time extension of fifteen (15) days**, provided that Buyer notifies the Trustee in writing of the need for such extension on or before August 29, 2025. The final extended deadline shall then be **September 13, 2025**, time being of the essence. If closing occurs pursuant to this Second Amendment, the Trustee’s June 24 Notice of Termination and Forfeiture shall be deemed withdrawn.

2. Transworld. Transworld agrees that it shall not be entitled to collect more than \$20,000 of Transworld's Commission from the proceeds of the sale described in the Amended APA. Transworld and Buyer may enter into a separate agreement pursuant to which Buyer may agree to compensate Transworld directly for its services rendered in connection with this Bankruptcy Case.

3. Deposit. Buyer agrees, acknowledges and confirms that in the event Buyer fails to close on or before the deadline set forth in Section 1 of this Second Amendment (time being of the essence), or if this Bankruptcy Case is dismissed or converted prior to closing (including at the hearing scheduled for July 29, 2025 on the UST Motion to Dismiss), the entirety of the Deposit shall forever be deemed forfeited (if not already conclusively forfeited pursuant to the June 24 Notice of Termination and Forfeiture), and Buyer, on her own behalf, on behalf of Aria Elite LLC and on behalf of anyone who may bring a claim on her or their behalf, hereby forever releases, discharges, and acquits the Trustee and the Debtor (and Debtor's bankruptcy estate) of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every kind, nature, and description, for the return or refund of the Deposit or any portion of the Deposit.

4. Lease. Unless otherwise agreed to by the owner of the 2 Pidgeon Hill Drive (the "**Real Property**"), Buyer understands that the lease attached to the Amended APA is not subject to renegotiation or revision.

5. Prepaid services. Buyer shall honor any prepaid services paid for by Debtor's customers, including memberships and gift cards.

6. Debtor's employees. Any wages owed to Debtor's employees as of closing shall be paid, first, from any available funds in Debtor's bank account (ending in x9515) and from the proceeds of any receivables generated prior to closing, and second, by the Buyer.

7. Miscellaneous. Except as specifically modified herein, the Amended APA shall remain in full force and effect in accordance with the terms contained therein and is hereby ratified, approved and confirmed in all respects.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Asset Purchase Agreement as of the date first above written.

Trustee (Seal):

/s/ Stephen A. Metz
Stephen A. Metz, Esq., not individually but solely
in his capacity as Subchapter V Trustee, *In Re Skin
Logic, LLC*, Case No. 23-11352-KHK

Buyer (Seal):

Leila Kump
Leila Kump MD, individually and on behalf of
Aria Elite LLC

Transworld Business Advisors of Richmond VA (Seal):

Mark Irion
By: Mark Irion
Its: Salesperson